

J. Kevin Benjamin, Esq.
Theresa Unkrur, Esq.
BENJAMIN LEGAL SERVICES
1016 W. Jackson Boulevard
Chicago, IL 60607-2914
T. 312-853-3100
F. 312-577-1707

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SUPER PAWN JEWELRY & LOAN, L.L.C.
D/B/A/ GEMRUSH,

CIVIL ACTION

FILE NO.

Plaintiffs

JURY TRIAL DEMANDED

VS

AMERICAN ENVIRONMENTAL ENERGY,
INC.; BRENT BREWER., JOHN MONTAGUE,
STEVEN BYLE, VIRGINIA CHA WALTER
O'BRIEN, WILLIAM McMANES,
CHRISTOPHER WILSON, HAGLUND &
PAULSEN, P.C., RANDY DREW, ALAN
SINDERMAN, QUICKSILVER STOCK
TRANSFER, L.L.C., WEAVER & MARTIN,
L.L.C., MALONE BAILEY, L.L.P, TD
AMERITRADE, INC.

1. NEGLIGENCE
2. FEDERAL SECURITIES FRAUD
3. COMMON LAW FRAUD
4. CONVERSION
5. BREACH OF CONTRACT
6. CONSPIRACY
7. BREACH OF FIDUCIARY DUTY
8. PROMISSORY ESTOPPEL
9. BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING
10. VIOLATION OF ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
11. CONSTRUCTIVE TRUST
12. SPECIFIC PERFORMANCE
13. DECLARATORY JUDGMENT

Defendants

1

2 **SUMMARY OF THE CASE**

3

4 Defendant American Environmental Energy, Inc. (“AEEI”) is a “penny stock” company whose
5 securities trade over the counter on the “pink sheets.” AEEI has a recent history of civil and criminal
6 fraud relating to the sale of its securities. Plaintiff Super Pawn Jewelry & Loan, LLC, d/b/a Gemrush
7 (“Gemrush”) is a small Illinois business, owned and operated by Mr. Lawrence Glassman.

8 Plaintiff owned 1,000,000 shares in The Conscious Company, Inc. (“CCCX”), a dormant “shell”
9 company. When CCCX was subsequently merged into AEEI, AEEI and its control persons negligently
10 failed to perform the rudimentary due diligence necessary to learn that Plaintiff was a CCCX
11 shareholder, and therefore entitled to receive 1,000,000 AEEI shares as a result of the merger.
12 Specifically, AEEI and its control persons failed to obtain the customary “NOBO” list of CCCX
13 shareholders—a routine part of any due diligence in such a merger. When AEEI was informed of its
14 failure to include Gemrush’s CCCX shares in the merger, it attempted to convince Mr. Glassman to
15 execute an unconscionable repurchase agreement, which contained a confidentiality agreement
16 designed to prevent Mr. Glassman from disclosing AEEI’s gross negligence. When Mr. Glassman
17 refused to sign this agreement, AEEI and the other defendants transformed their negligence into a
18 fraudulent scheme by colluding to deny Plaintiff of its lawful ownership of AEEI stock owed it as a
19 result of the merger. AEEI thwarted Plaintiff’s valid ownership of the shares, and failed to publicly
20 disclose its negligence in an attempt to avoid SEC enforcement action and shareholder suits, as well as
21 attempting to prevent a decline in the price of its shares. Regardless of AEEI’s inadequate due diligence
22 in the merger, or its subsequent refusal to acknowledge Plaintiff as a valid shareholder of AEEI,
23 Plaintiff automatically became an AEEI shareholder pursuant to the terms of the plan of merger.

24 Moreover, while in possession of material, non-public information about the pending merger of AEEI
25 and CCCX, Defendant Brent Brewer, then AEEI CEO and Chairman, privately purchased from AEEI
26 7,500,000 shares of common stock representing 16% of the outstanding AEEI common stock. Mr.
27 Brewer paid only one-tenth of one cent (\$.001) per share-- at a time when AEEI was publicly trading at
28 approximately twenty-six cents (\$.26) per share. Defendant Brewer also failed to publicly disclose his

1 insider purchase until one (1) year later.

2 Plaintiff Super Pawn Jewelry and Loan, LLC, d/b/a Gemrush (“Gemrush”), by its undersigned
3 attorneys, for their complaint against Defendants American Environmental Energy, Inc. (“AEEI”), John
4 Montague, Brent Brewer, Quicksilver tock Transfer, L.L.C., Weaver & Martin, L.L.C., Christopher
5 Wilson; Wilson, Haglund & Paulsen, P.C., Virginia Cha, Steven Byle, Walter O’Brien, William
6 McManes, Malone Bailey, L.L.P, Randy Drew, Alan Sinderman, TD Ameritrade Inc. (together, the
7 “Defendants”) alleges:

8

9 **NATURE OF THE ACTION**

10

11 1. This action seeks compensatory and punitive damages due plaintiff arising from, *inter alia*: (a)
12 Defendants’ fraudulent and deceptive scheme to deprive plaintiff of its lawful ownership of
13 1,500,000 free-trading common shares of Defendant AEEI (the “Shares”); (b) defendant Brent
14 Brewer’s purchase of AEEI shares while in possession of material, non-public information; and (c)
15 Material misstatements and omissions made by Defendant AEEI and others in reports filed with the
16 Securities and Exchange Commission .

17

18 2. As further detailed herein, in or about August 2007, Plaintiff Gemrush purchased 1,000,000 shares
19 of validly issued, fully paid and non-assessable common stock of The Conscious Company, Inc., a
20 publicly-held Minnesota corporation (“CCCX”) (the “Shares”). Mr. Glassman received a valid
21 certificate for the Shares. As such, Plaintiff was a “protected purchaser” under Article 8-303 of the
22 Illinois Uniform Commercial Code, and therefore owned the CCCX shares free from any adverse
23 claim. The Shares purchased by Plaintiff were free-trading, and accordingly, the certificate
24 contained no restrictive legend of any kind.

25

26 3. On or about October 30, 2007, Plaintiff’s CCCX certificate was deposited in Plaintiff’s brokerage
27 account with Defendant TD Ameritrade.

28

1 4. On or about December 12, 2007, Plaintiff's CCCX Shares were electronically settled and cleared
2 with the Depository Trust & Clearing Corporation ("DTCC"), and Plaintiff's ownership of the
3 Shares were customarily placed in "street name" as an electronic book entry in Plaintiff's TD
4 Ameritrade brokerage account.

5

6 5. On or about April 18, 2008, through a series of complex corporate transactions CCCX was merged
7 into AEEI (the "Merger"). The Merger included: (a) CCCX changing its name to AEEI, a
8 Minnesota Corporation ("AEEI-MN"); followed by (b) A Plan of Merger of AEEI-MN (formerly
9 CCCX) into Defendant American Environmental Energy, Inc. a Nevada Corporation ("AEEI" or
10 AEEI-NV") (the Merger Plan").

11

12 6. The Merger Plan called for each share of CCCX (now AEEI-MN) to be exchanged with one share
13 of AEEI-NV, the surviving public company (Defendant AEEI herein). Plaintiff was therefore
14 entitled to receive ownership of 1,000,000 shares of Defendant AEEI's common stock as a result of
15 the Merger.

16

17 7. Plaintiffs received no notice of the Merger, nor did it ever receive the 1,000,000 AEEI common
18 shares it was entitled to as a result of the Merger.

19

20 8. AEEI and certain other defendants failed to perform the modicum of due diligence necessary prior
21 to the Merger to learn that Plaintiff Gemrush was a valid shareholder in CCCX, and therefore
22 entitled to 1,000,000 AEEI shares as a result of the Merger. More specifically, AEEI and its
23 representatives failed to conduct a duly-diligent inquiry into CCCX's shareholder list "NOBO"
24 list, and other related corporate books and records. Had such due diligence been undertaken, AEEI
25 would have known that Plaintiff was a CCCX shareholder entitled to be issued AEEI shares as a
26 result of the Merger.

27

28

1 9. Irrespective of AEEI's negligence in failing to account for Plaintiff's shares, Plaintiff automatically
2 became a shareholder of AEEI as a result of the Merger, whether or not AEEI had or should have
3 had knowledge that Plaintiff was a CCCX shareholder.

4 10. Also on the date of the Merger, Defendant Brewer, about to be appointed AEEI's Chief Executive
5 Officer and Chairman of the Board, purchased from AEEI Seven Million Five Hundred Thousand
6 (7,500,000) shares of its common stock at only one tenth of one cent per share (\$.001). Mr. Brewer
7 purchased these shares while in possession of material, non-public information about the
8 impending Merger. Mr. Brewer's insider purchase represented approximately sixteen percent (16%)
9 of AEEI's then issued and outstanding shares. At the time of his insider purchase of these shares
10 at only \$.001 per share, AEEI's public price per share was twenty-six cents (\$.26).

11 11. Defendant Brewer failed to disclose that he had purchased these 7,500,000 AEEI shares, until April
12 16, 2009--one (1) year after his purchase of these shares.

13 14. Moreover, AEEI failed to disclose the material aspects of the April 18, 2008 Merger with the
15 Commission until October 7, 2008--six (6) months after the Merger. (See Exhibit

16 17. In or about May, 2008, AEEI effected a 3:2 stock split of its common shares (the "Stock Split"),
18 resulting in Plaintiff's beneficial ownership of AEEI shares being increased from 1,000,000 shares
19 to 1,500,000 shares.

20 21. In or about January, 2009, Plaintiff informed Defendant AEEI of its failure to include Plaintiff's
22 CCCX shares in the Merger. Defendant Brewer, now AEEI chairman and CEO, along with
23 Defendant Christopher Wilson, acknowledged to Mr. Glassman AEEI's mistake in failing to
24 include Plaintiff's 1,000,000 shares in the Merger and offered Mr. Glassman a confidential
25 "settlement agreement."

26 27

28

1 15. This proposed settlement agreement was, inter alia, unconscionable and one-sided, and Mr.
2 Glassman refused to sign it, and demanded he be given his AEEI shares or be recompensed for
3 their fair value.

4
5 16. Defendant AEEI subsequently played “hardball” with Mr. Glassman, and fraudulently colluded
6 with other Defendants including Brewer, Wilson and QuickSilver Stock Transfer to deprive
7 Plaintiff of its lawful ownership of AEEI shares due as a result of the Merger and the Stock Split.

8
9 17. To date, despite due demand by Plaintiffs, AEEI has failed and refused to deliver Plaintiff its
10 rightful ownership of 1,500,000 shares of AEEI common stock due Plaintiff as a result of the
11 Merger, nor acknowledge and record Gemrush as a valid shareholder of AEEI.

12
13 18. Each defendant was instrumental in failing and refusing to acknowledge and record Gemrush as a
14 valid AEEI shareholder entitled to exchange its ownership of CCCX into Shares of AEEI. The
15 refusal and failure on the part of the defendants to acknowledge Gemrush as a rightful owner of the
16 Shares prevents Gemrush the ability to sell or otherwise transfer its Shares. Each defendant either
17 knew, or was reckless in not knowing that Plaintiff Gemrush was lawfully entitled to ownership of
18 1,500,000 shares of AEEI common stock.

19
20 **JURISDICTION AND VENUE**

21 19. This Court has jurisdiction over this matter pursuant to the provisions of 28 U.S.C. §§ 1331, 1337
22 and 1367, and Section 27 of the Securities Exchange Act of 1934, 15 U.S.C. § 78aa.

23
24 20. The acts, practices and courses of business constituting the violations alleged herein have occurred
25 within the jurisdiction of the United States District Court for the Northern District of Illinois and
26 elsewhere.

1 21. The Defendants, directly and indirectly, made use of the means and instrumentalities of interstate
2 commerce and of the mails in connection with the acts, practices, and courses of business alleged
3 herein.

4

5 22. Venue is proper in this District pursuant to the provisions of 28 U.S.C. § 1391 because, as further
6 detailed herein, a substantial part of the events giving rise to the claims detailed herein occurred in
7 this District.

8

9 **PARTIES**

10

11 23. Plaintiff Lawrence Glassman is the owner/operator of Plaintiff Super Pawn Jewelry & Loan,
12 L.L.C. d/b/a Gemrush. Mr. Glassman is a resident of Cook County, Illinois, and is a life-long
13 Illinois resident.

14

15 24. Plaintiff Super Pawn Jewelry & Loan, L.L.C. d/b/a Gemrush is an Illinois Limited Liability
16 Company, located in Round Beach Lake, Illinois. Gemrush is an Illinois-licensed pawn broker
17 owned and operated by Plaintiff Lawrence Glassman. Gemrush is a small, single store business
18 with three (3) full-time employees.

19

20 25. Defendant American Environmental Energy, Inc. (“AEEI”) is a Nevada corporation with its
21 principal place of business located in Houston, Texas. AEEI’s common stock is registered with the
22 Securities and Exchange Commission (the “Commission”) under Section 12(g) of the Securities
23 Exchange Act, as amended (the “Exchange Act”). AEEI’s common stock is traded over the
24 counter on the “pink sheets” under the symbol AEEI.pk.. Defendant Brent Brewer, 47, is a
25 resident of California. During the scheme described herein, Brewer was AEEI’s Chief Executive
26 Officer and Chairman of the Board. On April 18, 2008, Defendant Randy Drew appointed Mr.
27 Brewer as a director of AEEI. On or about April 4, 2011, Mr. Brewer resigned his positions as

1 President, Principal Executive Officer, Principal Financial Officer, Principal Accounting Officer,
2 Treasurer and Secretary of AEEI, as well as a director. Mr. Brewer is the beneficial owner of
3 7,500,000 shares of AEEI common stock, representing approximately 16% of all issued and
4 outstanding shares of AEEI common stock.

5
6 26. Defendant John Montague is a resident of Houston, Texas. Mr. Montague is currently AEEI's
7 CEO, President, CEO, CFO, Treasurer, Secretary, and a Director.

8
9 27. Defendant Steven Byle, is a resident of California, and Chairman of the AEEI board of directors
10 since April 4, 2011. Mr. Byle was appointed a director of AEEI on March 3, 2009. Mr. Byle is the
11 beneficial owner of 1,713,444 common stock shares of AEEI.

12
13 28. During the scheme described herein, Defendant Randy Drew was AEEI's President, Principal
14 Executive Officer, Principal Financial Officer, Principal Accounting Officer, Treasurer and
15 Secretary of the Company and a director of AEEI until his resignation on April 18, 2008. Prior to
16 being appointed as an officer and director of AEEI, Mr. Drew was also President of CCCX, as well
17 as CCCX's transfer agent.

18
19 29. Defendant Christopher Wilson is a resident of California. Mr. Wilson is a licensed California
20 attorney representing AEEI since in or about 2008. Mr. Wilson is a "control person" of AEEI, as
21 that term is defined in the Exchange Act.

22
23 30. Defendant Wilson, Haglund & Paulsen, P.C. ("WH&P") is a law firm located in Irvine, California.
24 Wilson, Haglund & Paulsen is corporate counsel to Defendant AEEI. Defendant Christopher
25 Wilson is a principal in WH&P.

1 31. Defendant Randy Drew is a resident of Marina Del Rey, California. Mr. Drew was the President,
2 CEO and sole board member of AEEI between on or about April 4, 2008 until on or about May 1,
3 2008. He was also President, CEO, and sole board member of CCCX from in or about 2006 to in or
4 about April, 2008. Mr. Drew was also CCCX's transfer agent during the time he was with CCCX.

5
6 32. Defendant Virginia Cha is a resident of Singapore. Ms. Cha was a member of the board of directors
7 of AEEI from on or about October 16, 2008 to on or about April 5, 2010.

8
9 33. Defendant Walter O'Brien is a resident of California. Mr. O'Brien was a member of the board of
10 directors of AEEI from on or about April 13, 2009 to on or about Present.

11
12 34. Defendant William McManes is a resident of California. Mr. McManes was a member of the board
13 of directors of AEEI from on or about May 14, 2009 to on or about Present.

14
15 35. Defendant Alan Sinderman is a resident of Las Vegas, Nevada. He is the owner and principal
16 officer of Defendant Quicksilver Stock Transfer, LLC.

17
18 36. Defendant Quicksilver Stock Transfer, LLC has been the stock transfer agent for Defendant AEEI
19 since in or about March 2008. Its main offices are in Las Vegas, Nevada.

20
21 37. Defendant Malone Bailey L.L.P. is a certified public accounting firm with main offices in Houston,
22 Texas. Malone Bailey has served as AEEI's auditors from in or about August 2010 to the present.

23
24 38. Defendant Weaver & Martin L.L.C. is a certified public accounting firm with main offices in
25 Kansas City, Missouri. Weaver & Martin served as AEEI's auditors from in or about 2007 to on or
26 about August 2010.

1
2 39. Defendant TD Ameritrade is a stock brokerage firm with main offices in Omaha, Nebraska.
3 Plaintiff Gemrush had a customer account with TD Ameritrade.
4

5 **FACTS**
6

7 **PLAINTIFF'S PURCHASE OF CCCX STOCK**
8

9 40. In or about August 2007, Mr. Lawrence Glassman purchased One Million (1,000,000) free-trading
10 common stock shares of The Conscious Company, Inc., ("CCCX"), on behalf of his company,
11 Plaintiff Gemrush. At the time, CCCX was a dormant "shell" company. Mr. Glassman purchased
12 the Shares from Defendant Randy Drew, CCCX's Chief Executive Officer and Chairman of the
13 Board. Plaintiff paid valuable consideration of approximately \$500,000.00 for the Shares, and the
14 Shares were issued fully-paid and non-assessable, and not subject to any preemptive rights.
15

16 41. On or about October 30, 2007, Plaintiff Glassman received from Defendant Drew a valid CCCX
17 stock certificate for the 1,000,000 shares of free-trading common stock (the "Original Certificate").
18 The Original Certificate was signed by Defendant Drew in his capacity as CCCX principal officer.
19

20 42. The Original Certificate was deposited in Plaintiff's TD Ameritrade securities brokerage account,
21 and customarily placed in book-entry form in "street name." Plaintiff subsequently requested a
22 new certificate which, after TD Ameritrade completed its standard legal review, was delivered to
23 Mr. Glassman on or about April 8, 2008 (the "New Certificate"). A copy of the New Certificate is
24 attached hereto as Exhibit A.
25

26 43. Neither the Original nor the New Certificate contained any restrictive legend restricting sale or
27 transfer of the Shares, nor was there any other such contractual restrictions on the Shares.
28

1 44. After TD Ameritrade received the Original Certificate from Mr. Glassman, TD Ameritrade's legal
2 department contacted DTC, and conducted its standard legal review of securities which are to be
3 deposited and transferred to book-entry form in street name. Upon its legal department's opinion
4 that the Original Certificate was valid, TD Ameritrade contacted the CCCX transfer agent, who
5 delivered the Certificate to TD Ameritrade. TD Ameritrade deposited the Certificate into
6 Gemrush's account on or about December 12, 2007. A copy of a letter from TD Ameritrade dated
7 July 27, 2011 (the TD Ameritrade Letter"), acknowledges that Plaintiff's CCCX shares are valid, is
8 annexed hereto as Exhibit C.

9
10 45. The TD Ameritrade Letter provides, *inter alia*, that "the [CCCX] shares had cleared the legal
11 review of the [CCCX] transfer agent at the point of transfer on December 12, 2007, and were, at
12 that point, free trading shares." (See Exhibit C).

13
14 46. Similarly, Plaintiff's valid ownership of the Shares was noted in its monthly account statements
15 from TD Ameritrade, for the period December 2007-April 2008, attached hereto as Exhibit B.

16
17 47. Because Gemrush obtained possession of both the Original Certificate and the New Certificate, and
18 had no notice of any adverse claim to the Shares, Gemrush is a "protected purchaser" under Article
19 8-303 of The Illinois Uniform Commercial Code (the "Code"). As a "protected purchaser"
20 Gemrush is protected against any adverse claim against its shares.

21
22 **THE MERGER OF CCCX INTO AEEI**

23
24 48. On April 18, 2008, through a series of complex corporate transactions, all effected on that day,
25 CCCX was merged into AEEI was effected (the "Merger"). The Merger included: (a) CCCX
26 changing its name to AEEI, a Minnesota Corporation ("AEEI-MN"); followed by (b) A Plan of
27 merger of AEEI-MN (formerly CCCX) into Defendant American Environmental Energy, Inc. a

1 Nevada Corporation, and the Defendant herein (“AEEI” or AEEI-NV”) (the “Merger Plan”). A
2 copy of the certificate of name change from CCCX to AEEI is attached hereto as Exhibit D. A copy
3 of the Merger Plan is annexed hereto as Exhibit E.

4
5 49. The Merger called for each share of CCCX (now AEEI-MN) to be exchanged with one share of
6 AEEI-NV, with AEEI-NV (the Defendant herein) being the surviving public company.

7
8 50. The Merger Plan provided, *inter alia*, that each share of AEEI-MN (formerly CCCX), would be
9 exchanged for one share of AEEI-NV (the defendant herein). Specifically, section 1.02 of the
10 Merger Plan provided, *inter alia*, that the holders of all issued and outstanding shares of stock of
11 AEEI-MN (formerly CCCX) shall automatically become holders of shares of AEEI-NV, whether or
12 not certificates representing those shares are then issued and delivered. [Emphasis supplied.]

13
14 51. Section 3.01 of the Merger Plan provided that all of the assets and property of whatever kind and
15 character of AEEI-MN would immediately vest in AEEI-NV, and that AEEI-NV would be liable
16 for all of the liabilities and obligations of the AEEI-MN, and any claim or judgment against AEEI-
17 MN may be enforced against Defendant AEEI-NV (the Defendant AEEI herein).

18
19 52. Plaintiff received no notice of the Merger. AEEI failed to publicly disclose the Merger of CCCX
20 into AEEI until October 7, 2008, six months after the Merger (See Form 8-K dated October 7,
21 2008, attached hereto as Exhibit E)

22
23 53. To date, AEEI has continued to fail and refuse to deliver to Plaintiff the 1,500,000 shares of AEEI
24 common stock lawfully and rightfully due Plaintiff as a result of the Merger.

1 54. AEEI has failed to file its periodic reports with the Commission since the first quarter of 2003,
2 including, without limitation, failing to file materially correct reports with the SEC that accurately
3 account for Plaintiff's ownership of its shares.

4
5 55. Specifically, AEEI's audited Financial Statements for the year ended December 31, 2008, prepared
6 by defendant Weaver & Martin, contained material misstatements and omissions relating to
7 Plaintiff's ownership of 1,000,000 shares of AEEI common stock it owned as a result of the April,
8 2008 merger of CCCX into AEEI. Further, these financial statements were not filed with the SEC
9 until on or about July 20, 2010—a full year and a half after they were due. AEEI has to date failed
10 to correct these material misstatements and omissions in its SEC reports with respect to Plaintiff's
11 ownership of its stock.

12
13 56. AEEI also has a recent and sordid history of securities fraud relating to the offer and sale of its
14 securities, in which action was taken by both the United States Department of Justice and the
15 Securities and Exchange Commission against certain brokers engaged in the fraudulent sale of
16 \$11,000,000 of AEEI securities. Moreover, on November 13, 2008, Pennsylvania Securities
17 Commission halted AEEI's offer and sale of unregistered securities in Pennsylvania, and issued a
18 Summary Order to Cease and Desist against AEEI. In 2011, the Securities and Exchange
19 Commission barred several penny stock brokers associated with AEEI from the securities industry
20 in connection with fraudulent offerings of AEEI securities to unsuspecting investors. In February,
21 2011, one broker who sold AEEI stock pled guilty to mail fraud, was sentenced to thirty-seven
22 months in prison, and ordered to pay \$200,000 in restitution.

23
24 **AEEI'S FAILURE TO PERFORM DUE DILIGENCE IN THE CCCX-AEEI MERGER**

25 **BACKGROUND:**

26 **"STREET NAME" SHARE OWNERSHIP**

1 57. In the United States, very few publicly traded shares are registered in companies' records in the
2 names of the ultimate beneficial owners. Instead, approximately 70-80% of all public companies'
3 shares are held in nominee form, or "*street name*."

4
5 58. Most street name shares are held at The Depository Trust & Clearing Corporation ("DTC"), the
6 only central depository institution in the United States. These street name shares are registered in
7 the name of "Cede & Co.", the nominee name used by DTC.¹

8
9 59. Through a complex chain of *custodial ownership*, DTC holds the street name shares on behalf of
10 its participant brokers or banks. These participant brokers and banks in turn hold the street name
11 shares on behalf of their clients, the ultimate beneficial owners of the shares. Thus, the names of the
12 ultimate beneficial owners of street name shares – i.e., the customers of the brokers and banks who
13 have deposited the shares with DTC – are maintained by the brokers and banks, not by the
14 companies themselves.

15
16 60. A schematic chart showing how this system of custodial, "street name" ownership works is attached
17 hereto as Exhibit F. A schematic chart showing how the street name ownership process worked
18 with respect to Plaintiff's ownership of CCCX stock is attached hereto as Exhibit G.

19
20 **The "NOBO/OBO" System**

21
22 61. The ultimate beneficial owners holding shares in street name can choose to be considered as either
23 a "non-objecting beneficial owner ("NOBO") or "objecting beneficial owner" ("OBO"). NOBO
24 shareholders are those beneficial owners who do not object to having their names and addresses

25
26
27

¹ The remaining non-street name shares are held by "registered" shareholders, who hold shares directly on the books of the issuer
and/or its transfer agent in their actual names, rather than in the nominee name of Cede & Co. at DTC.
28

1 disclosed to the company in which they hold shares. Conversely, OBO shareholders object to the
2 disclosure to an issuer of their names and addresses.

3

4 62. Recognizing that the system of custodial ownership left companies without direct contact with a
5 large proportion of their beneficial owners, the Securities and Exchange Commission (the “SEC”)
6 adopted rules in 1983 which require brokers and banks to provide companies with lists of NOBO
7 shareholders (a “NOBO List”). Under SEC Rule 14b-1(c), brokers and other record holders of
8 stock in street name must compile a NOBO List at a corporation’s request. A company may request
9 a NOBO List from a broker or bank at any time. A schematic chart showing how companies obtain
10 NOBO lists is attached hereto as Exhibit H.

11

12 61. In almost all cases, brokers and banks delegate the responsibility to provide issuers with a NOBO
13 List to Broadridge Financial Solutions Inc. (“Broadridge”), the main provider of outsourcing
14 services regarding shareholder communications in the United States. Broadridge provides a single
15 list of all NOBOs to the company in a standardized format, which sets forth the name, address and
16 securities position for each NOBO. Because Broadridge does not disclose the identity of a
17 NOBO’s broker or bank intermediary, relying on Broadridge to provide the NOBO list allows
18 brokers and banks to preserve the confidentiality of their customer lists from each other and from
19 the company. Broadridge’s standard NOBO request form is attached hereto as Exhibit I.

20

21 62. Obtaining a “NOBO” and “OBO” list of shareholders is the standard method used to locate and
22 communicate with the beneficial owners of a company’s securities. Obtaining NOBO and OBO
23 lists is the usual and customary standard method which prudent management, and experienced
24 securities attorneys and other securities industry professionals (such accountants, brokers, and
25 transfer agents) utilize when performing due diligence on a company prior to consummating a
26 merger.

1 63. Due diligence checklists for mergers, authored by experienced securities attorneys, are attached
2 hereto as Exhibit J, and Exhibit K, respectively. It is clear from these Exhibits that experienced
3 securities practitioners view obtaining and reviewing the NOBO list as a fundamental and
4 customary part of a competent due diligence process in mergers and reverse mergers.

5
6 64. It is therefore vital that an issuer to obtain a NOBO list prior to a merger, or the issuer (in this
7 case, AEEI) will not have adequate knowledge of, nor be able to communicate with the beneficial
8 owners of the merger target's (or its own) shareholders, and thus will have incomplete and
9 inadequate knowledge of the capital structure of the merger target (in this case, CCCX).

10
11 65. AEEI easily could have—but did not—obtain a NOBO list of CCCX shareholders during the due
12 diligence process preceding the Merger with CCCX. A schematic chart showing how Defendant
13 AEEI could have obtained a NOBO list of CCCX shareholders prior to the merger is attached
14 hereto as Exhibit L.

15
16 66. In the case of the AEEI/CCCX Merger, neither AEEI's management, nor its counsel, accountants
17 and other representatives undertook the fundamental due diligence procedure of obtaining
18 CCCX's NOBO list prior to consummating the Merger.

19
20 67. As a result of failing to obtain the NOBO list of CCCX shareholders, AEEI failed to discover that
21 Plaintiff was a valid NOBO shareholder of CCCX entitled to receive AEEI shares pursuant to the
22 Merger.

23
24 68. Additionally, when Mr. Glassman informed Defendants AEEI, Brewer and Wilson that they had
25 failed to include Plaintiff's CCCX shares in the Merger, AEEI and its representatives failed
26 again to obtain the CCCX NOBO list which would have confirmed the existence of Plaintiff as a
27 valid CCCX shareholder entitled to AEEI shares a result of the Merger.

1
2 69. While the NOBO mechanism is complex and can be a trap for the unwary, such complexity does
3 not excuse securities industry professionals from not performing this vital due diligence task. This
4 is especially true for those companies, officers and directors, attorneys, accountants and others
5 who have undertaken to work for publicly-held “pink sheet” companies that face heightened
6 regulatory scrutiny from the SEC and FINRA.

7
8 **Transfer Agent Culpability**
9

10 70. In his capacity as CCCX’s transfer agent, Defendant Drew delivered a due diligence package to
11 Defendant Sinderman, and Quicksilver, AEEI’s transfer agent. This due diligence package
12 contained, *inter alia*, a shareholder list of CCCX shareholders. This CCCX shareholder list
13 included Plaintiff.

14
15 71. Upon information and belief, in or about April, 2008, prior to the Merger of AEEI and CCCX,
16 the CCCX shareholder list was delivered by CCCX transfer agent (and CCCX CEO/Chairman)
17 Randy Drew to AEEI and its transfer agent, Defendant Quicksilver.

18
19 72. Upon information and belief, Defendant AEEI and Defendant Quicksilver and Sinderman did not
20 adequately review the shareholder list.

21
22 73. On or about July 15, 2011, Defendant Sinderman informed Plaintiff, through its securities
23 counsel, that contemporaneously with the Merger, he had received the CCCX shareholder list
24 from CCCX’s transfer agent, and would review it and discuss it with Plaintiff’s counsel.

25
26 74. Defendant Sinderman subsequently told Plaintiff’s securities counsel that he had located the file
27 and reviewed it, and that Plaintiff was not listed on the CCCX shareholder list. Defendant

1 Sinderman also informed Plaintiff's counsel that he had been placed in a precarious position,
2 since he was AEEI's transfer agent, and that he had discussed counsel's inquiry with AEEI and
3 Defendant Wilson after speaking with Plaintiff's securities counsel.

4

5 75. When asked the name of CCCX's transfer agent whom he had dealt with at the time of the
6 Merger, Defendant Sinderman initially--and falsely--stated to Plaintiff's counsel that Olde
7 Monmouth Stock Transfer Co. of Highlands, New Jersey ("Olde Monmouth") was CCCX's
8 transfer agent. When counsel contacted Olde Monmouth, he was informed that Olde Monmouth
9 was never CCCX's transfer agent, and had never heard of either Defendant Sinderman or
10 Defendant Quicksilver.

11

12 76. Upon information and belief, Defendant Sinderman knew at all times relevant thereto that
13 Defendant Drew was CCCX's transfer agent, and that Defendant Sinderman and Quicksilver did
14 not obtain an adequate or correct shareholder list on behalf of its client, AEEI. Defendant
15 Sinderman thus intentionally misrepresented facts surrounding the CCCX shareholder list and
16 CCCX's transfer agent, intentionally misled Plaintiff's counsel, and intentionally colluded with
17 Defendant AEEI and Defendant Wilson to deprive Plaintiff of its rightful ownership of AEEI
18 shares as a result of the Merger.

19

20 77. Upon information and belief, Defendant Sinderman knew Defendant Drew was CCCX's transfer
21 agent, at all relevant times thereby, but intentionally misled Plaintiff's counsel, since Sinderman
22 knew he had not performed adequate due diligence concerning the location of CCCX
23 shareholders.

Defendant Drew's and Brewer's Culpability during the Merger

78. Prior to, and contemporaneously with the Merger, Defendant Drew had many discussions with, and delivered many “due diligence” documents to, both AEEI and Defendant Brewer.

79. Since the Merger had been planned and discussed among Defendants Drew and Brewer for several weeks prior to the Merger, Brewer knew, or was reckless in not knowing that Plaintiff was a valid CCCX shareholder entitled to AEEI shares as a result of the Merger.

80. At the time of the Merger, Defendant Drew was the President, CEO and sole board member of both AEEI-MN (formerly CCCX) and AEEI-NV (the Defendant AEEI herein), the parties to the Merger.

81. On April 5, 2008, the date the Certificate for Plaintiff's CCCX shares was executed by Defendant Drew in his capacity as CEO of CCCX, Defendant Drew was already engaged in negotiations for the Merger with AEEI and defendant Brewer. Accordingly, Defendant Drew knew that Plaintiff was a valid CCCX shareholder entitled as a result of the Merger to the issuance of 1,000,000 AEEI common shares.

82. On or about April 4, 2008 as a result of the Merger, Defendant Drew became AEEI's CEO and Chairman of the Board, as well as AEEI's transfer agent on April 5, 2008, (the date of the reissuance to Plaintiff of his CCCX certificate).

83. At the time of the Merger, Defendant Drew, because he was AEEI's Chief Executive Officer and Chairman of the Board at the time of the Merger, had actual knowledge that Plaintiff was a valid CCCX shareholder entitled to 1,000,000 shares of AEEI as a result of the Merger. Defendant Drew's recognition of Plaintiff as a valid CCCX shareholder entitled to receive AEEI shares as a

1 result of the Merger is thus imputed to Defendant AEEI and made binding upon it, as a matter of
2 corporate law, agency law, and pursuant to the by-laws of AEEI.

3
4 84. Defendant Drew, in his capacity as CCCX principal officer (and later AEEI principal officer), as
5 well as CCCX transfer agent (and later AEEI transfer agent), had possession, custody and control
6 of both the CCCX and AEEI shareholder lists, and other corporate books and records evidencing
7 Plaintiff's ownership of CCCX shares entitled to be reissued as AEEI shares as a result of the
8 Merger. Such shareholder lists and other books and records are among the usual and customary
9 documents to be reviewed during the due diligence period in a corporate merger. Accordingly,
10 Defendants AEEI, Brewer, and Wilson each knew or were reckless in not knowing, that Plaintiff
11 was a valid CCCX shareholder entitled to AEEI shares as a result of the Merger.

12
13 85. Defendant Drew remained as AEEI CEO and Chairman of the Board until on or about May 1,
14 2008, when Drew resigned his posts, and Defendant Brewer took over as AEEI CEO and
15 Chairman of the Board, among other positions. Between the period on or about April 5, 2008
16 (when Drew endorsed the CCCX Certificate to Plaintiff, to on or about May 1, 2008 (When
17 Drew resigned and Brewer took over), Drew and Brewer consulted frequently about AEEI and its
18 business.

19
20 86. Defendants AEEI and Brewer thus knew, or were reckless in not knowing, that Plaintiff Gemrush
21 was a valid shareholder of 1,000,000 CCCX free-trading common stock, and therefore entitled to
22 receive 1,000,000 AEEI shares as a result of the Merger. Had such due diligence been
23 undertaken, AEEI would have known that Plaintiff was a valid CCCX shareholder entitled to be
24 issued 1,000,000 AEEI shares as a result of the Merger.

25
26 87. AEEI, Brewer, Wilson and the other AEEI control person defendants also intentionally and/or
27 recklessly failed to include or otherwise account for Gemrush's Shares in its audited financial

1 statements, the books and records of the company, and in Exchange Act reports filed (or
2 necessary to be filed) with the SEC.

3

4 **Mr. Glassman learns of the CCCX-AEEI Merger:**

5 **AEEI attempts to cover-up its mistake**

6

7 88. In or about October, 2008, Mr. Glassman went online to obtain information about his CCCX
8 shares. When he did, he discovered that CCCX had been merged into AEEI (the “Merger”).

9

10 89. Mr. Glassman then contacted AEEI to inquire how he could get his CCCX shares reissued as
11 AEEI shares, as per the Merger, and obtain a new certificate issued by AEEI to replace his CCCX
12 certificate.

13

14 90. Defendant Brewer acknowledged and apologized to Mr. Glassman for the oversight in not
15 including Plaintiff’s CCCX shares in the Merger, and told Mr. Glassman that AEEI would
16 repurchase the Shares for \$75,000.00, and that Defendant Wilson and his firm, Defendant Wilson,
17 Haglund, and Paulsen, AEEI’s corporate counsel, would handle the negotiations for the
18 repurchase of the Shares.

19

20 91. In or about the period November, 2008-February 2009, Defendants AEEI, Brewer and Wilson
21 attempted to buy Mr. Glassman’s silence concerning their recklessness in not knowing Plaintiff
22 was a CCCX shareholder. Accordingly, during that period, these defendants attempted to get Mr.
23 Glassman to execute a settlement and release agreement whereby AEEI promised to pay Mr.
24 Glassman \$75,000.00 to retire his shares, and maintain strict confidentiality about AEEI’s
25 negligence, so that the AEEI stock price would not plummet, and AEEI and its control persons
26 would not pique the interest or ire of the Securities and Exchange Commission—or its
27 shareholders.

1
2 92. In a series of email correspondences from Defendant Wilson during this period with Mr.
3 Glassman and his attorney at the time, David Rees, Esq., reiterated AEEI's promise to repurchase
4 Plaintiff's shares for \$75,000.00. These emails are attached hereto as Exhibit L.

5
6 93. On or about January 30, 2009, Mr. Glassman received the draft of a Settlement and Release
7 Agreement (the "Settlement Agreement") from Defendant Wilson. The Settlement Agreement is
8 attached hereto as Exhibit M.

9
10 94. Mr. Glassman and his counsel noted that there were many onerous and unconscionable
11 provisions in the Settlement Agreement that neither Brewer nor Wilson ever discussed with
12 them.

13
14 95. Among others, Defendant Brewer's promise to repurchase the Shares from Plaintiff for
15 \$75,000.00 was no longer an unconditional obligation as agreed upon, but instead was now
16 merely an option at AEEI's sole discretion to repurchase Plaintiff's Shares.

17
18 96. The Settlement Agreement also attempted to change the status of Plaintiff's Shares from free-
19 trading and unrestricted Shares to AEEI shares that were not only restricted, but also subject to
20 stringent "lock-up" provisions which significantly limited the ability of Plaintiff to sell the Shares
21 into the marketplace.

22
23 97. Further, the Settlement Agreement contained a confidentiality provision designed to prevent Mr.
24 Glassman from disclosing the agreement, and AEEI's negligence regarding their due diligence
25 failure in accounting for Plaintiff's shares in the merger.

1 98. Mr. Glassman refused to execute this unconscionable Settlement Agreement. When Mr.
2 Glassman refused to sign this agreement, AEEI, Brewer and Wilson began to collude to deny
3 Plaintiff of its lawful ownership of AEEI stock owed it as a result of the merger. This collusion
4 transformed their mere negligence into a fraudulent scheme against Mr. Glassman.

5
6 99. Defendants Brewer and Wilson thus abruptly “pivoted” away from their earlier
7 acknowledgement of Gemrush’s valid ownership of the Shares and its promise to repurchase
8 them: Now, in an attempt to cover up their gross negligence, and thwart Mr. Glassman,
9 Defendants Brewer and Wilson began to fraudulently claim that Gemrush was in fact not a valid
10 and lawful owner of the Shares, and that Plaintiff’s shares were “counterfeit” shares.

11
12 **DEFENDANT BRENT BREWER’S UN-DISCLOSED INSIDER PURCHASE**

14 100. On or about April 16, 2008, while in possession of material, non-public information about the
15 pending merger of AEEI and CCCX, Defendant Brent Brewer, then AEEI CEO and Chairman,
16 privately purchased from AEEI 7,500,000 shares of common stock. Brewer knew about the
17 pending merger since he was an active participant in this transaction.

18
19 101. Mr. Brewer’s insider purchase of AEEI represented 16% of the then outstanding AEEI common
20 stock. Brewer paid only one-tenth of one cent (\$.001) per share-- at a time when AEEI was
21 publicly trading at approximately twenty-six cents (\$.26) per share. Further, Defendant Brewer
22 also failed to publicly disclose his insider purchase until one (1) year later, on April 16, 2009,
23 when he filed a Form 3 with the SEC. A copy of this Form 3 is attached hereto as Exhibit N.

MR. GLASSMAN DISCOVERS THE FRAUD

102. July 31, 2011 Mr. Glassman learned from his counsel for the first time, *inter alia*, that Defendant AEEI and the other defendants had perpetrated a fraud against him. Until that time, Plaintiff had no cause to believe a fraud had been perpetrated upon him.

103. On or about July 31, 2011, after Mr. Glassman had retained securities counsel, and counsel completed an investigation into this matter, Mr. Glassman, as a layperson and unsophisticated investor, did not discover, and in the exercise of reasonable due diligence could not have discovered the fraud Defendant AEEI and other defendants had committed against him.

104. Indeed, because of the complicated corporate and securities machinations Defendant engaged in to deprive Plaintiff of its lawful ownership of AEEI shares, no reasonable due diligence by Plaintiff--or any reasonable investor of ordinary intelligence-- could have discovered the fraud until Plaintiff's counsel concluded its investigation on or about July 31, 2011.

105. Moreover, as described herein, Defendant Wilson's actions had the deliberate effect of preventing Mr. Glassman from investigating this matter and discovering the fraud committed against him. As such, Defendant Wilson misled the Plaintiff, and took unfair advantage of him, and intentionally kept Mr. Glassman from investigating—and discovering—the fraud perpetrated upon him.

106. Accordingly, until on or about July 31, 2011, Plaintiff had no evidence of the possibility of fraud, and did not have, and in the exercise of reasonable due diligence could not have had notice of the fraud committed by AEEI against him regarding his securities.

107. Subsequently, throughout the period from in or about February 2009 to the present, Gemrush has continuously requested AEEI and its representatives and agents to permit the transfer of the

1 Shares into Gemrush's name and/or to pay it damages for AEEI's denial of Gemrush's lawful
2 ownership and right to trade the shares it is entitled.

3

4 108. To date, AEEI and its control persons have continued to fraudulently collude in "stonewalling"
5 Plaintiff and preventing Plaintiff from obtaining lawful ownership of the Shares.

6

7 109. During the time that AEEI has fraudulently stonewalled Plaintiff and refused to deliver
8 Plaintiff its rightful ownership of AEEI shares so that Plaintiff could sell or otherwise dispose of
9 them, AEEI stock has precipitously tumbled downward. As of December 9, 2011, AEEI
10 common stock trades on the pink sheets at only \$.03 per share, and there is virtually no active
11 market for the stock.

12

13 **COUNT I**

14 **Negligence**

15 (Defendants **AEEI, Brewer, Wilson, Montague, Byle, Wilson, Cha, McManes, O'Brien, Haglund**
16 **& Paulsen, Quicksilver, Sinderman, Weaver & Martin, LLC, Malone Bailey, LLP, and TD**
17 **Ameritrade**)

18

19 110. Plaintiff Gemrush incorporates by reference and re-alleges each and every allegation contained
20 in paragraphs 1 to 109 as though fully set forth herein.

21

22

23 111. Defendants breached their duties to the Plaintiffs and acted negligently in failing to perform the
24 necessary due diligence into the capital structure of CCCX that is usual and customary for
25 corporate mergers, such as the Merger of CCCX into AEEI.

1 112. Had Defendants performed such usual and customary due diligence, they would have, *inter alia*,
2 obtained and examined the NOBO list of shareholders, and thus would have known, or
3 reasonably should have known, that Plaintiff Gemrush was a lawful and valid CCCX
4 shareholder, and therefore entitled to 1,000,000 AEEI common shares as a result of the
5 Merger.

6
7
8 113. As a direct and proximate result of such negligence, Plaintiffs were damaged in an amount to be
9 proven at trial, but in a sum in excess of \$3,000,000.00 (three million dollars), according to
10 proof.

11
12 **COUNT II**

13 **VIOLATIONS OF SECTION 10(b) OF THE SECURITIES EXCHANGE
14 ACT OF 1934 [15 U.S.C. 78j(b)] AND RULE 10b-5 [17 C.F.R. 240.10b-5] THEREUNDER**

15 **(Defendants AEEI, Montague, Brewer, Byle, Wilson, and Sinderman)**

16 114. Plaintiff incorporates by reference and re-alleges each and every allegation contained in
17 paragraphs 1 through 113 as though fully et forth herein.

18
19 115. Section 10(b) of the Securities Exchange Act of 1934 provides that “[i]t shall be unlawful for any
20 person, directly or indirectly, by the use of any means or instrumentality of interstate commerce
21 or of the mails, or of any facility of any national securities exchange . . . (b) To use or employ, in
22 connection with the purchase or sale of any security . . . any manipulative device or contrivance in
23 contravention of such rules and regulations as the Commission may prescribe as necessary or
24 appropriate in the public interest or for the protection of investors.”

25
26 116. Rule 10b-5 promulgated by the U.S. Securities and Exchange Commission under Section 10(b) of
27 the Securities Exchange Act of 1934 provides that “[i]t shall be unlawful for any person, directly
28 or indirectly, by the use of any means or instrumentality of interstate commerce, or of the mails or
of any facility of any national securities exchange, (a) To employ any device, scheme, or artifice

1 to defraud, (b) To make any untrue statement of a material fact or to omit to state a material fact
2 necessary in order to make the statements made, in light of the circumstances under which they
3 were made, not misleading, or (c) To engage in any act, practice, or course of business which
4 operates or would operate as a fraud or deceit upon any person, in connection with the purchase
5 or sale of any security.”

6 117. From at least on or about April, 2008 through the present, Defendants AEEI, Montague, Brewer
7 and Wilson, in connection with the purchase and sale of AEEI’s securities by Plaintiff Gemrush,
8 directly and indirectly, by the use of the means and instrumentalities of interstate commerce, of
9 the mails, or of the facilities of a national securities exchange: employed devices, schemes and
10 artifices to defraud; made untrue statements of material fact and omitted to state material facts
11 necessary in order to make the statements made, in light of the circumstances under which they
12 were made, not misleading; and engaged in acts, practices and course of business which operated
13 or would operate as a fraud and deceit upon purchasers and sellers and prospective purchasers and
14 sellers of such securities.

15 118. Defendants knew or were reckless in not knowing of the facts and circumstances described
16 herein.

17 119. The knowledge of Brewer, Drew, Montague, Brewer, Byle and Wilson is imputed to AEEI.

18 120. By reason of the activities described above, Defendants violated Section 10(b) of the Exchange
19 Act [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

20 121. As a proximate result of the misrepresentations, omissions, concealments and failures to disclose
21 by these Defendants, Gemrush has been damaged in the amount of approximately \$3,000,000.00.

COUNT III

**VIOLATIONS OF SECTION 10(b) OF THE SECURITIES EXCHANGE
ACT OF 1934 [15 U.S.C. 78j(b)] AND RULE 10b-5 [17 C.F.R. 240.10b-5] THEREUNDER**

(Defendant Brewer)

122. Plaintiff incorporates by reference and re-alleges each and every allegation contained in paragraphs 1 through 121 as though fully set forth herein.
123. Section 10(b) of the Securities Exchange Act of 1934 provides that “[i]t shall be unlawful for any person, directly or indirectly, by the use of any means or instrumentality of interstate commerce or of the mails, or of any facility of any national securities exchange . . . (b) To use or employ, in connection with the purchase or sale of any security . . . any manipulative device or contrivance in contravention of such rules and regulations as the Commission may prescribe as necessary or appropriate in the public interest or for the protection of investors.”
124. Rule 10b-5 promulgated by the U.S. Securities and Exchange Commission under Section 10(b) of the Securities Exchange Act of 1934 provides that “[i]t shall be unlawful for any person, directly or indirectly, by the use of any means or instrumentality of interstate commerce, or of the mails or of any facility of any national securities exchange, (a) To employ any device, scheme, or artifice to defraud, (b) To make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, or (c) To engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person, in connection with the purchase or sale of any security.”
125. From at least on or about April, 2008 through the present, Defendant Brewer, in connection with his purchase of AEEI’s securities while in possession of material non-public information about the Merger, and his failure to timely and adequately disclose such purchase, directly and indirectly, by the use of the means and instrumentalities of interstate commerce, of the mails, or of the facilities of a national securities exchange: employed devices, schemes and artifices to defraud; made untrue statements of material fact and omitted to state material facts necessary in

1 order to make the statements made, in light of the circumstances under which they were made, not
2 misleading; and engaged in acts, practices and course of business which operated or would
3 operate as a fraud and deceit upon purchasers and sellers and prospective purchasers and sellers of
4 such securities.

5 126. Defendant Brewer knew or was reckless in not knowing of the facts and circumstances described
6 herein.

7 127. The knowledge of Brewer is imputed to AEEI.

8 128. By reason of the activities described above, Defendant Brewer violated Section 10(b) of the
9 Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

10 129. As a proximate result of the misrepresentations, omissions, concealments and failures to disclose
11 by Defendant Brewer, Plaintiff has been damaged in the amount of approximately \$3,000,000.00.

12
13
14
15 **COUNT IV**
16

17 **VIOLATIONS OF SECTION 20(a) OF THE SECURITIES EXCHANGE ACT**

18 (Defendants Brewer, Wilson, Drew, Wilson, Haglund & Paulsen, Sinderman, Quicksilver, Malone &
19 Bailey, Byle, Cha, McManes, O'Brien, and Weaver & Martin)

20
21 130. Plaintiffs repeat and reallege paragraphs 1 through 129 as though fully set forth herein. This
22 claim is asserted against the Individual Defendants.

23
24 131. Each of the following defendants acted as a controlling person of Defendant AEEI within the
25 meaning of Section 20(a) of the Securities Exchange Act as alleged herein: Brent Brewer,
26 Christopher Wilson, John Montague, Steven Byle, Virginia Cha, Walter O'Brien, William
27 McManes, and Randy Drew (collectively, the "Controlling Person Defendants").

1
2 132. By virtue of their high-level positions with Defendant AEEI, participation in and/or awareness
3 of Defendant AEEI's operations and/or intimate knowledge of Defendant AEEI's fraudulent
4 marketing and promotions and actual performance, each of the Control Person Defendants had
5 the power to influence and control and did influence and control, directly or indirectly, the
6 decision-making of Defendant AEEI, including the content and dissemination of the various
7 statements which Plaintiff alleges are false and misleading. Each of the Control Person
8 Defendants was provided with or had unlimited access to copies of Defendant AEEI's reports,
9 press releases, public filings and other statements alleged by Plaintiffs to be misleading prior to
10 and/or shortly after these statements were issued and had the ability to prevent the issuance of
11 the statements or cause the statements to be corrected.

12
13 133. In addition, each of the Control Person Defendants had direct involvement in the day-to- day
14 operations of Defendant AEEI and, therefore, is presumed to have had the power to control or
15 influence the particular transactions giving rise to the securities violations alleged herein, and
16 exercised the same.

17
18 134. As set forth above, AEEI and the Control Person Defendants each violated Section 10(b) and
19 Rule 10b-5 by their acts and omissions as alleged in this Complaint. By virtue of their
20 controlling positions, each of the Control Person Defendants is liable pursuant to Section 20(a)
21 of the Exchange Act.

22
23 135. As a direct and proximate result of the Control Person Defendants' wrongful conduct, Plaintiffs
24 suffered damages in connection with the failure and refusal of AEEI to acknowledge Plaintiff's
25 lawful and valid ownership of AEEI securities in an amount of approximately \$3,000,000.00.

COUNT V

**VIOLATIONS OF SECTION 13(A) OF THE EXCHANGE ACT [15 U.S.C. § 78t(A)] AND
RULES 12B-20, 13A-1, AND 13A-13 [17 C.F.R. §§ 240.12B-20, 240.13A-1, AND 240.13A-13]
THEREUNDER BY MONTAGUE, BREWER, BYLE, AND WILSON
AS CONTROL PERSONS UNDER SECTION 20(A) OF THE EXCHANGE ACT [15 U.S.C. §
20(A)]**

(Defendants Montague, Brewer, Byle and Wilson.)

136. Paragraphs 1 through 135 are re-alleged and incorporated by reference as if set forth in full herein.
137. From at least on or about April, 2008 through the present, AEEI, under the control of Montague, Brewer, Byle, and Wilson directly and indirectly, failed to file or caused a failure to file with the Commission, in accordance with such rules and regulations that the Commission has prescribed as necessary and appropriate in the public interest and for the protection of investors, AEEI's annual and periodic reports on Forms 10-Q and 10-K and annual proxy statements, and also failed to include in those reports such further material information, as was necessary to make the required statements, in light of the circumstances under which they were made, not misleading.
138. By reason of the activities described above, AEEI violated Section 13(a) of the Exchange Act [15 U.S.C. § 78m(a)] and Rules 12b-20, 13a-1, and 13a-13 [17 C.F.R. §§ 240.12b-20, 240.13a-1, and 240.13a-13] promulgated thereunder.
139. By reason of the activities described in paragraphs above, and pursuant to Section 20(a) of the Exchange Act [15 U.S.C. § 78t(a)], Montague, Brewer, Byle and Wilson are liable for AEEI's violations of Section 13(a) of the Exchange Act [15 U.S.C. § 78m(a)] and Rules 12b-20, 13a-1, and 13a-13 [17 C.F.R. §§ 240.12b-20, 240.13a-1, and 240.13a-13] promulgated thereunder.
140. As a proximate result of the misrepresentations, omissions, concealments and failures to disclose by these Defendants, Gemrush has been damaged in the amount of approximately \$3,000,000.00.

COUNT VI

VIOLATIONS OF SECTIONS 13(B)(2)(A) AND 13(B)(2)(B) OF THE EXCHANGE ACT [15 U.S.C. §§78M(B)(2)(A) AND 78M(B)(2)(B)] BY MONTAGUE, BREWER, BYLE AND WILSON AS CONTROL PERSONS UNDER SECTION 20(A) OF THE EXCHANGE ACT [15 U.S.C. § 20(A)]

(Defendants Montague, Brewer, Byle, Wilson, and Weaver & Martin, LLC, and Malone Bailey, LLP)

141. Paragraphs 1 through 140 are re-alleged and incorporated by reference as if set forth in full herein
142. Each of the following defendants acted as a controlling person of Defendant AEEI within the meaning of Section 20(a) of the Exchange Act as alleged herein: Brent Brewer, Christopher Wilson, John Montague, Steven Byle, Virginia Cha, Walter O'Brien, William McManes, and Randy Drew (collectively, the "Control Person Defendants").
143. From at least on or about April, 2008 through the present, AEEI, under the control of Montague, Brewer, Byle, Wilson, Weaver & Martin, LLC and Malone Bailey, LLP directly and indirectly, failed to make and keep books, records, records and accounts, which in reasonable detail, accurately and fairly reflected the transactions and dispositions of the assets of AEEI.
144. From at least on or about April, 2008 through the present, AEEI, under the control of Montague, Brewer, Byle, Wilson and Weaver & Martin, LLC and Malone Bailey, LLP, directly and indirectly, failed to devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that transactions were recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements.
145. By reason of the activities described above, AEEI violated Section 13(b)(2)(A) and 13(b)(2)(B) of the Exchange Act [15 U.S.C. §§78m(b)(2)(A) and 78m(b)(2)(A)] promulgated thereunder.
146. By reason of the activities described above, and pursuant to Section 20(a) of the Exchange Act, Montague, Brewer, Byle, Wilson, Weaver & Martin, LLC, and Malone Bailey, LLP are liable for

1 AEEI's violations of Sections 13(b)(2)(A) and 13(b)(2)(B) of the Exchange Act [15 U.S.C. §§
2 78m(b)(2)(A) and 78m(b)(2)(B)].

3
4 147. As a proximate result of the misrepresentations, omissions, concealments and failures to disclose
5 by these Defendants, Gemrush has been damaged in the amount of approximately \$3,000,000.00.

6
7 **COUNT VII**

8 **VIOLATIONS OF EXCHANGE ACT RULE 13B2-1 [17 C.F.R. § 240.13B2-1]**

9 **(Defendants Montague, Brewer, Byle, Wilson, Weaver & Martin, LLC, and Malone Bailey,
10 LLP)**

11 148. Paragraphs 1 through 147 are re-alleged and incorporated by reference as if set forth in full
12 herein.

13 149. From on or about April, 2008 through on the present, Defendants Montague, Brewer, Byle,
14 Wilson, Wilson Haglund & Paulsen, Weaver & Martin, LLC, and Malone Bailey, LLP directly
15 and indirectly, falsified or caused to be falsified books, records, and accounts subject to Section
16 13(b)(2)(A) of the Exchange Act [15 U.S.C. § 78m(b)(2)(A)].

17 150. By reason of the activities described above, these violated Rule 13b2-1 [17 C.F.R. § 240.13b2-
18 1] promulgated under Section 13(b)(2) of the Exchange Act [15 U.S.C. § 78m(b)(2)].

19 151. As a proximate result of the misrepresentations, omissions, concealments and failures to
20 disclose by these Defendants, Gemrush has been damaged in the amount of approximately
21 \$3,000,000.00.

22
23 **COUNT VIII**

24
25 **Violations of Section 13(b)(5) of the Exchange Act [15 U.S.C. § 78m(b)(5)]**

26
27 **(Defendants AEEI, Montague, Brewer, Byle, Cha, McManes, and O'Brien)**

1
2 152. Paragraphs 1 through 151 are re-alleged and incorporated by reference as if set forth in full
herein.
3

4
5 153. From at least on or about April, 2008 through the present, Defendants AEEI, Montague,
Brewer, Byle, Cha, McManes, and O'Brien knowingly circumvented or knowingly failed to
6 implement a system of internal accounting controls and knowingly falsified books, records, and
7 accounts described in Section 13(b)(2) of the Exchange Act [15 U.S.C. § 78m(b)(2)].
8

9 154. By reason of the activities described above, these defendants, violated Section 13(b)(5) of the
10 Exchange Act [15 U.S.C. § 78m(b)(5)].
11

12 155. As a proximate result of the misrepresentations, omissions, concealments and failures to disclose
by these Defendants, Gemrush has been damaged in the amount of approximately \$3,000,000.00.
13

COUNT IX

Common Law Fraud

16 **(Defendants AEEI, Brewer, Wilson, Montague, Byle, Sinderman, Quicksilver, Malone and
17 Bailey, Weaver and Martin, Cha, McManes, and O'Brien)**
18

19 156. Paragraphs 1 through 155 are re-alleged and incorporated by reference as if set forth in full
herein.
20

21 157. During the period from in or about February 2009 and continuing through the present,
22 Defendants AEEI, Brewer, Wilson, Montague, Byle, Sinderman, Quicksilver, Malone and Bailey,
23 Weaver and Martin, Cha, McManes, and O'Brien and each of them intentionally engaged in a
24 fraudulent scheme to deny Plaintiff its valid and legal ownership of AEEI common shares it was
25 entitled to receive as a result of the Merger.
26

27 158. Plaintiff is informed and believes and thereon alleges that defendants, and each of them, had no
28 intention to acknowledge Plaintiff as a lawful shareowner of AEEI common stock, or permit him

1 to receive possession of his rightful ownership of AEEI shares.
2

3 159. Plaintiff is informed and believes and thereon alleges that these defendants, and each of them,
4 failed and refused to deliver Plaintiff AEEI shares for the specific purpose of depriving plaintiff
5 of its lawful and valid ownership of AEEI Shares it was entitled to receive as a result of the
6 Merger, and to otherwise defraud plaintiff, all with malice toward plaintiff. Plaintiff has been
7 injured by the total loss of the value of its CCCX Shares (and thus AEEI shares), and an inability
8 to sell these shares, or otherwise realize their value. Plaintiff seeks compensatory damages in the
9 amount of \$3,000,000.00 as a result of the fraudulent acts and omissions of these defendants.
10

11 160. These defendants acts and omissions acts were malicious, fraudulent and oppressive, justifying
12 an award of punitive damages of \$1,000,000.00 so that defendants and each of them will not
13 engage in such conduct in the future and to make an example of them.
14

15 **COUNT X**
16

17 **Common Law Fraud**
18
19 **(Defendant Brewer)**

20 161. Paragraphs 1 through 160 are re-alleged and incorporated by reference as if set forth in full
21 herein.
22

23 162. On or about April 16, 2008, Defendant Brewer intentionally engaged in a fraudulent scheme by
24 purchasing 7,500,000 shares of common stock of AEEI while in possession of material, non-
25 public information about the Merger. Further, from on or about April 16, 2008 to on or about
26 April 16, 2009, Defendant Brewer intentionally engaged in a fraudulent scheme by failing to
27 disclose his insider purchase until April 16, 2009.
28

29 163. Plaintiff is informed and believes and thereon alleges that as a result of Brewer's fraudulent
30 conduct, Plaintiff has been injured and seeks compensatory damages in the amount of
31 \$3,000,000.00 as a result of the fraudulent acts of Defendant Brewer.
32

1 164. Brewer's acts and omissions acts were malicious, fraudulent and oppressive, justifying an award
2 of punitive damages so that Brewer will not engage in such conduct in the future and to make an
3 example of him.

4

5 **COUNT XI**

6 **Conversion**

7 **(Against Defendant AEEI)**

8 165. Plaintiff incorporates, re-alleges and repeats paragraphs 1 through 165 as if set forth fully herein.

9 166. At all times herein mentioned, and in particular, since in or about August 2007, Plaintiff Gemrush
10 was and still is a valid CCCX shareholder, and entitled to possession or recompense for his
11 Shares.

12 167. Gemrush purchased the Shares for valuable consideration, had no notice of any adverse claim to
13 the Shares, and took possession and control of the Certificate relating to the Shares.

14 168. Gemrush is the lawful owner of the Shares as it is a "protected purchaser" under Uniform
15 Commercial Code Article 8-303 codified at 810 ILCS 5/8-303) (the "Code"). As a "protected
16 purchaser" under the Code , Gemrush owns its interest in the Shares free of any adverse claim.

17 169. In or about April, 2008, Defendant AEEI took the above-mentioned Shares from Plaintiff's
18 possession and converted the same to its own use.

19 170. From in or about April, 2008 to the present, Plaintiff has demanded the immediate return of the
20 Shares, but Defendant AEEI has to date failed and refused, and continues to fail and refuse to
21 return the Shares to Plaintiff.

22 171. As a proximate result of Defendant's conversion of the Shares, Plaintiff has been unable to take

1 possession of the Shares and to sell or otherwise dispose of the Shares, and suffered the following
2 damages which are the natural, reasonable, and proximate results of the conversion:
3 \$3,000,000.00.

4
5 172. The aforementioned acts of Defendant AEEI were willful, wanton, malicious, and oppressive,
6 were undertaken with the intent to defraud, and justify the awarding of exemplary and punitive
7 damages in the amount of \$1,000,000.00.

8 **COUNT XII**

9 **Breach of Contract**

10 **(Defendant AEEI)**

11
12 173. Plaintiff incorporates, re-alleges and repeats paragraphs 1 through 173, as though fully set forth
herein.

13
14 174. The Merger Plan provided, *inter alia*, that Plaintiff, as a CCCX shareholder, was entitled to
15 receive one (1) share of AEEI common stock for every one (1) share of CCCX common stock
16 owned by Plaintiff.

17
18 175. Plaintiff has performed all of the conditions, covenants and promises required by it to be
19 performed in accordance with the terms and conditions of the Merger Plan, by being a lawful and
20 valid shareholder of CCCX.

21
22 176. Defendant AEEI breached its agreement with Plaintiff by failing and refusing to perform its
23 obligation to convert Plaintiff's CCCX Shares to AEEI Shares, as required in the Merger Plan.

24
25 177. As a result of the breach by AEEI in its obligation to Plaintiff pursuant to the Merger to convert
26 Plaintiff's CCCX Shares to AEEI shares, the sum of \$3,000,000.00 is now due, owing, and
27 unpaid to Plaintiff. Demand has been made on Defendant AEEI, for repayment but AEEI has
28 failed and refused and continues to fail and refuse, to repay Plaintiff's damages from AEEI's
failure to convert Plaintiff's CCCX Shares to AEEI Shares.

1
2 178. Defendant AEEI has therefore breached its agreement with Plaintiff, who has been damaged
3 thereby in the sum of \$3,000,000.00 plus interest at the legal rate according to proof.

4
5 **COUNT XIII**
6

7 **Conspiracy**
8

9
10 **(Defendants AEEI, Brewer, Montague, Byle, Wilson, Quicksilver, Sinderman, Cha, McManes,
11 O'Brien, Wilson, Haglund & Paulsen, Weaver & Martin, and Malone & Bailey)**

12
13 179. Plaintiff hereby incorporates, repeats and realleges paragraphs 1 through 179, as if fully set forth
14 herein.

15
16 180. Defendants American Environmental Energy, Inc. ("AEEI"), John Montague, Brent Brewer,
17 Quicksilver Sock Transfer, L.L.C., Weaver & Martin, L.L.C., Christopher Wilson; Wilson,
18 Haglund & Paulsen, P.C., Virginia Cha, Steven Byle, Walter O'Brien, William McManes,
19 Malone Bailey, L.L.P, Alan Sinderman, TD Ameritrade Inc. (together, the "Defendants") had an
20 implicit, covert agreement to defraud Plaintiff, and to misappropriate Plaintiff's Shares and
21 engaged in planning to effect this wrongful misappropriation of the Shares, and to otherwise deny
22 and prevent Plaintiff's lawful ownership and possession of AEEI Shares it was entitled to receive
23 as a result of the Merger.

24
25 181. The Defendants and each of them agreed with each other to defraud Plaintiff, and misappropriate
26 the Shares intended for this misappropriation to occur, each Defendant played a substantial role in
27 defrauding of Plaintiff and the wrongful misappropriation of Plaintiff's Shares and each
28 Defendant intended that the fraud and the wrongful misappropriation of the Shares be committed.

29
30 182. As result of this unlawful conspiracy, Plaintiff is entitled to punitive damages in the sum of
31 \$1,000,000.

32
33 **COUNT XIV**
34

Breach of Fiduciary Duty

(Against Defendants AEEI, Wilson, Brewer, and AEEI Directors Montague, Brewer, Byle, O'Brien, Cha, McManes.)

183. Plaintiff hereby incorporates, repeats, and realleges paragraphs 1 through 183, as if fully set forth herein.
184. Defendants AEEI, Wilson, Brewer, and AEEI Directors Montague, Brewer, Byle, O'Brien, Cha, McManes, and each of them, were, at all times relevant to this action, were fiduciaries to Plaintiff.
185. These Defendants, and each of them, breached their fiduciary duty to Plaintiff by not returning the Shares to Plaintiff, as well as fraudulently and/or negligently misrepresenting material facts about AEEI and the legal status of Plaintiff's Shares.
186. These Defendants, and each of them also breached their fiduciary duty to Plaintiff by failing to exercise reasonable due diligence in investigating Plaintiff Gemrush's ownership of the Shares prior to and subsequent to the Merger, and by engaging in a fraudulent scheme to deprive Plaintiff of his ownership of AEEI shares.
187. As result of their breaches of fiduciary duty to Plaintiff, these Defendants generated profit for AEEI at Plaintiff' expense in an amount to be shown according to the proof at the time of trial, but at least \$3,000,000.00.

COUNT XV

Breach of Fiduciary Duty

(Defendant Brewer)

188. Plaintiff hereby incorporates, repeats, and realleges paragraphs 1 through 188, as if fully set forth herein.

189. Defendant Brewer was, at all times relevant to this action, a fiduciary to Plaintiff.

190. Defendant Brewer breached his fiduciary duty to Plaintiff by purchasing shares of AEEI at a unconscionably low inside price while in possession of material non-public information about the Merger, and failing to disclose such insider purchase until one (1) year subsequent.

191. As result of his breach of fiduciary duty to Plaintiff, Defendant Brewer generated profit for himself at Plaintiff's and AEEI's expense in an amount to be shown according to the proof at the time of trial, but at least \$3,000,000.00.

COUNT XVI

Promissory Estoppel

(Defendant AEED)

192. Plaintiff Gemrush incorporates by reference and re-allege each and every allegation contained in paragraphs 1 to 192, as though fully set forth herein.

193. As detailed herein, Defendant AEEI through Defendant Wilson made clear and unambiguous written and verbal promises and representations to Mr. Glassman that Gemrush was a valid shareholder, and that AEEI would repurchase the Shares from Gemrush.

1 194. Defendant AEEI's unambiguously and intentionally promised to acknowledge Gemrush as an
2 AEEI shareholder, as clearly evidenced by the Plan of Merger, the Settlement Agreement, and
3 the January 30, 2009 email from Defendant Wilson.
4

5
6 195. Those promises and representations were critical to Gemrush making its decision to hold and not
7 trade its Shares, or to proceed with legal remedies against AEEI and other Defendants regarding
8 the Shares.
9

10
11 196. Plaintiff reasonably and foreseeably relied on those promises and representations of Defendant
12 AEEI and Defendant Wilson as to its entitlement to the Shares.
13

14
15 197. Gemrush suffered financial injury as a result of its reliance on those promises and representations
16 by Defendants AEEI and Wilson in that they have not yet received either compensation for their
17 Shares, or the Shares themselves.
18

19
20 198. Wherefore, Plaintiff Gemrush demands judgment against Defendants in the amount of
21 \$3,000,000.00.
22

COUNT XVII

Breach of Duty of Good Faith and Fair Dealing

23 **(Defendants AEEI, Wilson, Brewer, Byle, Cha, McManes, O'Brien, Malone & Bailey, Weaver &**
24 **Martin, Sinderman, and Quicksilver)**
25
26
27
28

1 199. Plaintiff hereby reincorporates, realleges and repeats paragraphs 1 through 199 as if fully set
2 forth herein.

3
4
5 200. As a result of Gemrush being a valid AEEI shareholder pursuant to the Merger, these
6 Defendants were charged with a duty to deal with Plaintiff in good faith and refrain from any act
7 which knowingly or willfully might negatively impact Plaintiff, including, but not limited to,
8 preventing Plaintiff's CCCX shares from being lawfully converted to AEEI shares, and making
9 adequate disclosure about the Merger and related transactions in Exchange Act reports filed with
10 the Commission.

11
12
13 201. By virtue of the trust and confidence placed in them, and the transactions thereto, such
14 Defendants owed the duty of the utmost good faith, trust and loyalty to the Plaintiff and were
15 duty bound not to misuse, deceive or otherwise engage in inappropriate acts or omissions.

16
17
18 202. By engaging in such self dealing and dishonesty, all such Defendants breached the duty of good
19 faith and fair dealing with the Plaintiff to advance their own improper business objectives.

20
21
22 203. As a direct and proximate result of the conduct described herein, all such Defendants breached
23 their duties to the Plaintiff, and in so doing so generated profit for themselves at Plaintiff's
24 expense in an amount to be shown according to the proof at the time of trial, but at least
25 \$3,000,000.00.

COUNT XVIII

Breach of Duty of Good Faith and Fair Dealing (Defendant Brewer)

204. Plaintiff hereby reincorporates, realleges and repeats paragraphs 1 through 204, as if fully set forth herein.
205. As a result of Defendant Brewer being a fiduciary to Plaintiff and the CEO and Chairman of AEEI, he was charged with a duty to deal with Plaintiff in good faith and refrain from any act which knowingly or willfully might negatively impact Plaintiff, including, but not limited to purchasing AEEI shares while in possession of material non-public information about the Merger at an unconscionably low price, and failing to make timely or adequate disclosure about his insider purchase of AEEI stock in Exchange Act reports filed with the SEC.
206. By virtue of the trust and confidence placed in him, and the transactions thereto, Defendant Brewer owed the duty of the utmost good faith, trust and loyalty to the Plaintiff and was duty bound not to misuse, deceive or otherwise engage in inappropriate acts or omissions.
207. By engaging in such self dealing and dishonesty, Defendants breached the duty of good faith and fair dealing with the Plaintiff to advance his own improper business objectives.
208. As a direct and proximate result of the conduct described herein, Defendant Brewer breached his duties to the Plaintiff, and in so doing so generated profit for himself at Plaintiff's expense in an amount to be shown according to the proof at the time of trial, but at least \$3,000,000.00.

COUNT XIX

**VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS
PRACTICES ACT, 815 ILCS 505/1, ET SEQ.**

(Defendants AEEI, Montague, Brewer, Byle, Wilson, Cha, McManes, O'Brien, Quicksilver, Sinderman, Malone & Bailey, Weaver & Martin)

209. Plaintiff incorporates, repeats and realleges paragraphs 1 through 209 as if set forth fully herein.
210. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.*, prohibits fraudulent and deceptive business acts or practices.
211. Plaintiff Gemrush is informed and believes and thereon alleges that these Defendants engaged in dishonest and deceptive actions during the course of their dealings with Plaintiff.
212. The conduct of these Defendants, as alleged above, constitutes an unfair business practice as that term is defined in the Illinois Consumer Fraud and Deceptive Business Practices Act, in that Defendants' business practices offend established public policy and were immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to Plaintiff.
213. These Defendants' acts and practices as described above also deceived, and had a tendency to deceive Plaintiff and constitute a fraudulent business act or practice.
214. Plaintiff are entitled to the relief available under 815 ILCS 505/1, *et seq.*

1
2 215. As a direct and proximate result of these Defendants' unlawful unfair, and fraudulent conduct,
3 as herein above alleged, Defendants obtained an improper benefit in the form of profits gained
4 from their above-described fraudulent scheme.
5

6
7 216. Pursuant to the Business and Professions Code, the Court has the power to order restitution
8 and/or disgorgement of all sums paid by Plaintiff.
9

10
11 **COUNT XX**

12 **VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS
13 PRACTICES ACT, 815 ILCS 505/1, ET SEQ.**

14 **(Defendant Brewer)**
15

16 217. Plaintiff incorporates, repeats and realleges paragraphs 1 through 217, as if set forth fully herein.
17

18 218. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.*,
19 prohibits fraudulent and deceptive business acts or practices.
20

21
22 219. Plaintiff Gemrush is informed and believes and thereon alleges Defendant Brewer engaged in
23 dishonest and deceptive actions during the course of their dealings with Plaintiff.
24

25
26 220. The conduct of these Defendants, as set forth above, constitute an unfair business practice as that
27 term is defined in the Illinois Consumer Fraud and Deceptive Business Practices Act, in that
28

Defendant Brewer's business practices offend established public policy and were immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to Plaintiff.

221. Defendant Brewer's acts and practices as described above also deceived, and had a tendency to deceive Plaintiff and constitute a fraudulent business act or practice.

222. Plaintiff is entitled to the relief available under 815 ILCS 505/1, *et seq.*

223. As a direct and proximate result of these Defendant Brewer's unlawful unfair, and fraudulent conduct, as herein above alleged, Defendants obtained an improper benefit in the form of profits gained from their above-described fraudulent scheme.

224. Pursuant to the Illinois Business and Professions Code, the Court has the power to order
restitution and/or disgorgement of all sums paid by Plaintiff.

COUNT XXI

Constructive Trust (Defendant AEEI)

225. Plaintiff hereby incorporates, repeats, and realleges paragraphs 1 through 225, as if fully set forth herein.

1 226. As a proximate result of the Defendant AEEI's fraudulent misrepresentations, fraudulent
2 schemes, and otherwise wrongful conduct as alleged herein, Plaintiff has been damaged in the
3 amount to be shown according to the proof at the time of trial, but at least \$3,000,000.00.
4

5
6 227. By reason of the fraudulent and otherwise wrongful manner in which the Defendant AEEI has
7 obtained any alleged right, claim or interest in and to Plaintiff's Shares, Defendant AEEI has and
8 had no legal or equitable right, claim or interest therein, but, instead, Defendant AEEI is an
9 involuntary trustee holding said property and profits thereby in constructive trust for Plaintiff,
10 with the duty to convey the same to Plaintiff forthwith.
11

12
13 **COUNT XXII**

14 **Specific Performance**
15
16 **(Defendant AEEI)**

17 228. Plaintiff incorporates by reference and re-alleges each and every allegation contained in
18 paragraphs 1 to 228 as though fully set forth herein.
19

20
21 229. The consideration Plaintiff paid for the CCCX Shares was fairly bargained for and paid, and
22 Plaintiff's CCCX Shares were validly issued, fully paid and non-assessable.
23

24
25 230. Plaintiff was lawfully entitled to own and receive 1,000,000 shares of AEEI free trading
26 common stock as a result of the Merger. Plaintiff is now lawfully entitled to own and receive
27 1,500,000 AEEI free trading shares as a result of the Stock Split.
28

1
2 231. Plaintiff has not received, and Defendant AEEI has breached its obligation and refused to
3 deliver, Plaintiff's 1,500,000 free trading shares of AEEI common stock.
4

5
6 232. Plaintiff has fully performed all conditions, covenants, and promises to be performed on the part
7 of Plaintiff to lawfully own and receive the 1,500,000 AEEI free trading shares of common
8 stock.
9

10
11 233. The act of transferring to Plaintiff its 1,500,000 shares of free trading common stock on the part
12 of Defendant AEEI is unique and, therefore, Plaintiff may have no other adequate remedy at
13 law.
14

15
16 234. Accordingly, Plaintiff is entitled to specific performance of its lawful ownership of 1,500,000
17 free trading shares of AEEI common stock, and a stock certificate representing its ownership
18 thereof.
19

20 **COUNT XXIII**

21 **Declaratory Judgment**

22 **(Defendant AEEI)**

23
24 235. Plaintiff Gemrush repeats and re-alleges paragraphs 1 through 235, as if fully set forth herein.
25

26
27 236. Defendant AEEI has claimed that Plaintiff is not a valid AEEI shareholder entitled to ownership
28 of 1,500,000 shares of free-trading AEEI common stock, nor possession of a valid Certificate
thereof, and that Plaintiff's CCCX certificate (attached hereto as Exhibit A) is counterfeit.
28

1
2 237. An actual, present and justifiable controversy has arisen between Plaintiff Gemrush and
3 Defendant AEEI concerning Gemrush's lawful right to ownership and possession of the Shares
4 and a valid AEEI Certificate.

5
6 238. Gemrush seeks declaratory judgment from this Court that it is the lawful owner of 1,500,000
7 shares of free-trading, unrestricted common stock of AEEI, and is entitled to receive a physical
8 certificate for these Shares.

9
10 239. Gemrush respectfully requests that the Court enter judgment according to the declaratory relief
11 sought herein and award Gemrush its costs in this action.

12 240. **WHEREFORE, Plaintiff Gemrush prays for:**

13
14 A. On Counts I-XII, and XIV-XXI, an award of compensatory damages in the
15 amount of \$3,000,000.00;

16 B. On Counts IX, XI, and XIII, an award of punitive and exemplary damages in
17 the amount of \$1,000,000.00;

18 C. As to Count XVIII, the imposition of a constructive trust against Defendant
19 AEEI;

20 D. Declaratory judgment from this Court that Gemrush is the lawful owner of
21 1,500,000 shares of free-trading, unrestricted common stock of AEEI, and is
22 entitled to receive a physical certificate for these Shares.

23 E. Specific performance of the issuance by AEEI to Gemrush of a valid certificate
24 representing 1,500,000 free trading unrestricted common stock of AEEI;

25 F. An award of the costs (including reasonable attorney's fees) and disbursements
26 associated with the bringing of this action; and

1 G. An award of such other and further relief as this Court deems just and
2 appropriate.
3
4

5 Respectfully submitted,
6

7 _____
8 /s/ J. Kevin Benjamin
9 J. Kevin Benjamin, Esq.
10 Counsel to Plaintiff Gemrush

11 J. Kevin Benjamin, Esq.
12 ARDC #6202321
13 Theresa Unkrur, Esq.
14 ARDC # 6230425
15 BENJAMIN LEGAL SERVICES
16 1016 W. Jackson Boulevard
17 Chicago, IL 60607 -2914
18 T. 312-853-3100
19 F. 312-577-1707
20
21
22
23
24
25
26
27
28

December 14, 2011

1
2 **EXHIBIT M**

3 Draft Settlement & Release Agreement

4 **EXHIBIT N**

5 Defendant Brewer's April 16, 2009 Form 3 filed with the Securities and Exchange Commission

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27